

MORGAN, LEWIS & BOCKIUS

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DEC 28 1984

December 28, 1984

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, DC 20423

DEC 23 1984

INTERSTATE COMMERCE COMMISSION

Dear Secretary:

As attorneys for Dean Witter Rail Investors Limited Partnership, we have enclosed two original sets and two photocopied sets of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

These documents are, within the classification scheme promulgated as 49 C.F.R. §1177.1, as follows:

- (1) a Lease Supplement No. 3, dated December 28, 1984, to a Lease of Railroad Equipment dated as of August 15, 1984, which Lease was filed and recorded with the ICC on September 28, 1984, and assigned recordation number 14436; Lease Supplement No. 1 was filed and recorded on the same date and assigned recordation number 14436-A, and Lease Supplement No. 2 was filed and recorded on October 31, 1984 and assigned recordation number 14436-E. Lease Supplement No. 3 is a secondary document.
- (2) a Supplement No. 3, dated as of December 28, 1984, to a Trust and Security Agreement dated as of August 15, 1984, which Agreement was filed and recorded with the ICC on September 28, 1984, and assigned recordation number 14436-B; Supplement No. 1 was filed and recorded on the same date and assigned recordation number 14436-C, and Supplement No. 2 was filed and recorded on October 31, 1984 and assigned recordation number 14436-D. Supplement No. 3 is a secondary document.

A description of the additional equipment covered by such documents follows:

Seventy-nine (79) rail tank cars manufactured by Union Tank Car Company, 17,500 gallon capacity each, of AAR Mechanical

CC [unclear] - Michele [unclear]

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Description "T-104" and DOT Specification "111A100W3", bearing the following numbers to identify Cargill, Incorporated as the lessee thereof:

CRGX	4001
CRGX	4036
CRGX	4049
CRGX	4050
CRGX	4054
CRGX	4055
CRGX	4058
CRGX	4064
CRGX	4066
CRGX	4120
CRGX	4123
CRGX	4126
CRGX	4129 - 4152 (inclusive)
CRGX	4154 - 4156 (inclusive)
CRGX	4159
CRGX	4161 - 4166 (inclusive)
CRGX	4168 - 4172 (inclusive)
CRGX	4174 - 4178 (inclusive)
CRGX	4180 - 4183 (inclusive)
CRGX	4186 - 4189 (inclusive)
CRGX	4191 - 4193 (inclusive)
CRGX	4196 - 4200 (inclusive)
CRGX	4203
CRGX	4214
CRGX	4221
CRGX	4224
CRGX	4227
CRGX	4229
CRGX	4233

A fee of \$.00 is enclosed. Please return the originals of each document and any extra copies not needed for recordation to the person presenting this letter and its enclosures for filing.

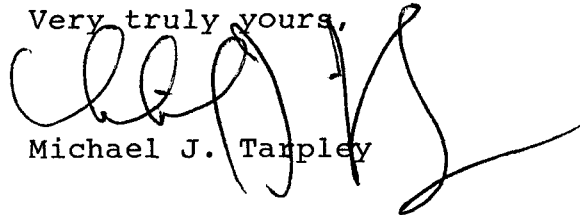
A short summary of each document to appear in the index follows:

- (1) Lease Supplement No. 3 to a Lease between DEAN WITTER RAIL INVESTORS LIMITED PARTNERSHIP, lessor, and CARGILL, INCORPORATED, lessee, dated December 28, 1984 and leasing 79 additional rail tank cars to the lessee under the Lease.

MORGAN, LEWIS & BOCKIUS

- (2) Supplement No. 3 to the Security Agreement between DEAN WITTER RAIL INVESTORS LIMITED PARTNERSHIP, owner, and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, trustee, dated as of December 28, 1984 and subjecting 79 additional rail tank cars to the Security Agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. Tarpley", written over the typed name.

Michael J. Tarpley

DEC 28 1984 10 15 AM

LEASE SUPPLEMENT NO. 3 INTERSTATE COMMERCE COMMISSION

Delivery Date: December 28, 1984

THIS LEASE SUPPLEMENT is executed and delivered to DEAN WITTER RAIL INVESTORS LIMITED PARTNERSHIP ("Lessor") by CARGILL, INCORPORATED ("Lessee") pursuant to and in accordance with the Lease of Railroad Equipment dated as of August 15, 1984 between Lessor and Lessee (the "Lease", the defined terms therein being used herein with their defined meanings).

1. The Rail Cars covered by this Supplement consist of the items described in the Schedule attached hereto.

2. Lessee confirms that the Rail Cars covered hereby have been delivered to it in good working order and condition, and have been inspected and accepted by Lessee as of the Delivery Date set forth above.

3. The Purchase Price of each of the Rail Cars covered hereby is set forth in the Schedule attached hereto and the aggregate Purchase Price for such Rail Cars is \$.

4. Lessee hereby: (a) confirms that the Rail Cars covered hereby are of the size, design, capacity and manufacture selected by it and meet the provisions of the applicable purchase agreement with the Manufacturer with respect thereto, (b) confirms that the Rail Cars have been marked in accordance with all of the provisions of § 6.1 of the Lease, (c) confirms that the Rail Cars appear to conform to the modifications, requirements and standards applicable thereto as provided in the Lease and (d) irrevocably accepts said Rail Cars "as-is, where-is" for all purposes of the Lease as of the Delivery Date as set forth above.

5. By the execution and delivery of this Supplement by Lessee, and the acceptance thereof by Lessor, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease.

6. This Lease Supplement may be executed in several counterparts, such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original counterpart which shall be identified as the counter-

part containing the receipt therefor executed by the Trustee on or immediately following the signature page hereof.

IN WITNESS WHEREOF, Lessee has caused this Supplement to be duly executed by its duly authorized officer as of the Delivery Date as set forth above.

CARGILL, INCORPORATED

By

Title:

E. J. [Signature]
President Corn
Milling Division

Accepted as of the Delivery Date
set forth above:

DEAN WITTER RAIL INVESTORS
LIMITED PARTNERSHIP

By Dean Witter Transportation
Leasing Corporation, as
General Partner

By

Title:

Neil Maxwell

By CLC Investors, Inc.,
as General Partner

By

Title:

John E. [Signature]
EVP

Uniform Commercial Code Chattel Paper Receipt

(See Section 6 for provisions relating to the security interest of any assignee.)

Receipt of this original counterpart of the foregoing Lease Supplement is hereby acknowledged on this 28th day of December, 1984.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Trustee

By _____
Title:

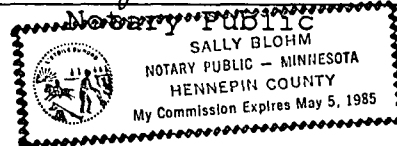
STATE OF MINNESOTA)

: ss.:

COUNTY OF HENNEPIN)

On the 21st day of December, 1984, before me personally appeared Ernest S. Micek, to me personally known, who, being duly sworn, says that he is a President - Corn Milling Div. of CARGILL, INCORPORATED; that one of the seals affixed to the foregoing instrument is the seal of said Company; that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Sally Blohm



My commission expires:

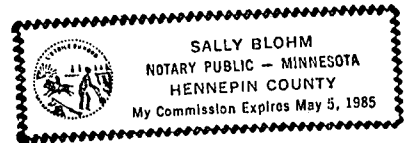
5/5/85

COUNTY OF HENNEPIN)

Trail Edina MD; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

Notary Public

My commission expires: 5/5/85



STATE OF New York)
COUNTY OF New York) : SS.:

On the 27^m day of December, 1984, before me personally came Anders J. Maxwell, known to me to be the Exec Vice President of DEAN WITTER TRANSPORTATION LEASING CORPORATION, one of the corporations that executed the foregoing instrument, who, being duly sworn, acknowledged that he resides at 271 Gardner Rd. Ridgewood New Jersey; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

Deborah D. DiJoseph
Notary Public

DEBORAH D. DIJOSEPH
Notary Public, State of New York
No. 31-4816798
Qualified in New York County
Commission Expires March 30, 1986

My commission expires: 3/30/86

See 3 to Lease
- G

Schedule 1

<u>Descriptions, Quantity and Manufacturer</u>	<u>Debtor's Identifi- cation Nos.</u>	<u>Purchase Price</u>	<u>AAR Mechanical Description</u>	<u>DOT Speci- fications</u>	<u>Manufacturer's Specifications</u>
79 Rail Tank	CRGX 4001	\$41,465.57			BD-36-100-18
Cars, 17,500	CRGX 4036	\$41,465.57			(for all
gallon capa-	CRGX 4049	\$41,465.57			listed Rail
city each,	CRGX 4050	\$41,465.57			Tank Cars
lined to	CRGX 4054	\$41,465.57			manufactured
carry corn	CRGX 4055	\$41,465.57			by Union
syrup, manu-	CRGX 4058	\$41,465.57			Tank Car
factured by	CRGX 4064	\$41,465.57			Company)
Union Tank	CRGX 4066	\$41,465.57			
Car Company	CRGX 4193	\$41,620.00			
	CRGX 4197	\$41,620.00			
	CRGX 4199	\$41,620.00			
	CRGX 4203	\$41,620.00			
	CRGX 4214	\$41,620.00			
	CRGX 4221	\$41,620.00			
	CRGX 4224	\$41,620.00			
	CRGX 4227	\$41,620.00			
	CRGX 4229	\$41,620.00			
	CRGX 4120	\$42,104.00			
	CRGX 4123	\$42,104.00			
	CRGX 4126	\$42,104.00			
	CRGX 4129	\$42,104.00			
	CRGX 4130	\$42,104.00			
	CRGX 4131	\$42,104.00			
	CRGX 4132	\$42,104.00			
	CRGX 4133	\$42,104.00			
	CRGX 4134	\$42,104.00			
	CRGX 4135	\$42,104.00			
	CRGX 4136	\$42,104.00			
	CRGX 4137	\$42,104.00			
	CRGX 4139	\$42,104.00			
	CRGX 4140	\$42,104.00			
	CRGX 4141	\$42,104.00			
	CRGX 4143	\$42,104.00			
	CRGX 4145	\$42,104.00			
	CRGX 4147	\$42,104.00			
	CRGX 4148	\$42,104.00			
	CRGX 4150	\$42,104.00			
	CRGX 4151	\$42,104.00			
	CRGX 4154	\$42,104.00			
	CRGX 4155	\$42,104.00			
	CRGX 4159	\$42,104.00			
	CRGX 4161	\$42,104.00			

Sup 3 To Lease
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<u>Descriptions, Quantity and Manufacturer</u>	<u>Debtor's Identifi- cation Nos.</u>	<u>Purchase Price</u>	<u>AAR Mechanical Description</u>	<u>DOT Speci- fications</u>	<u>Manufacturer's Specifications</u>
	CRGX 4162	\$42,104.00			
	CRGX 4163	\$42,104.00			
	CRGX 4164	\$42,104.00			
	CRGX 4165	\$42,104.00			
	CRGX 4166	\$42,104.00			
	CRGX 4168	\$42,104.00			
	CRGX 4177	\$42,104.00			
	CRGX 4178	\$42,104.00			
	CRGX 4183	\$42,104.00			
	CRGX 4186	\$42,104.00			
	CRGX 4187	\$42,104.00			
	CRGX 4189	\$42,104.00			
	CRGX 4233	\$42,104.00			
	CRGX 4138	\$41,758.00			
	CRGX 4142	\$41,758.00			
	CRGX 4144	\$41,758.00			
	CRGX 4146	\$41,758.00			
	CRGX 4149	\$41,758.00			
	CRGX 4152	\$41,758.00			
	CRGX 4156	\$41,758.00			
	CRGX 4169	\$41,758.00			
	CRGX 4170	\$41,758.00			
	CRGX 4171	\$41,758.00			
	CRGX 4172	\$41,758.00			
	CRGX 4174	\$41,758.00			
	CRGX 4175	\$41,758.00			
	CRGX 4176	\$41,758.00			
	CRGX 4180	\$41,758.00			
	CRGX 4181	\$41,758.00			
	CRGX 4182	\$41,758.00			
	CRGX 4188	\$41,758.00			
	CRGX 4191	\$41,758.00			
	CRGX 4192	\$41,758.00			
	CRGX 4196	\$41,758.00			
	CRGX 4198	\$41,758.00			
	CRGX 4200	\$41,758.00			